

IDAHO WEED COORDINATING COMMITTEE
MEMORANDUM OF UNDERSTANDING

March 27, 2000
DRAFT

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for the Idaho Weed Coordinating Committee (IWCC) in coordinating statewide integrated weed management programs. The establishment of an effective and well coordinated statewide weed management program will enhance the weed management efforts of federal, tribal, state, county, local, private and other weed management entities throughout the state of Idaho. *Idaho's Strategic Plan for Managing Noxious Weeds* called for the establishment of the IWCC.

OBJECTIVES

The objective of the IWCC is the successful implementation of the Strategic Plan by accomplishing the following:

- Support the organization of locally led Cooperative Weed Management Areas and the development and implementation of integrated weed management plans.
- Increase collaboration among local, state and regional partners for implementing weed management plans.
- Facilitate cooperation among all land managers/owners/users to prevent the spread of weeds into and within the State of Idaho.
- Prioritize and coordinate funds, resources and skills for interagency actions and programs.
- Improve communications and promote public information, education and partnerships in the integrated management of weeds.
- Identify and recommend improved legal, legislative and policy remedies for managing invasive weeds.
- Identify and prioritize research needs for invasive weeds.

AUTHORITY

The Federal Land Policy and Management Act of 1976 (FLPMA), P.L. 94-570.

CARLSON-FOLEY ACT OF 1968 (P.L. 90-583)

FEDERAL NOXIOUS WEED ACT OF 1974 (7 U.S.C. 2801-2813) AS AMENDED BY SEC. 15, MANAGEMENT OF UNDESIRABLE PLANTS ON FEDERAL LANDS, 1990.

AGREEMENT

- A. The signatory entities to this MOU will make up the steering committee of the IWCC. Any entity that has responsibility for weed management on a statewide basis may be a signatory to this MOU. Other organizations or individuals that have an interest in weed management efforts may be appointed to serve on subcommittees, task forces, or any other entity created by the steering committee to advance the objectives of the IWCC.

- B. The steering committee will be responsible for maintaining the MOU and implementing annual action plans addressed in the Strategic Plan. The group will meet on an as needed basis to review progress, identify needs and develop consensus on future actions.
- C. The steering committee will actively seek funding from various sources to support the implementation of the Strategic Plan. (*Reference General Provision 5*).
- D. The IWCC will produce an annual report on the activities and accomplishments of the organization.

GENERAL PROVISIONS

- 1. Nothing in this agreement shall be construed as surrendering existing statutory or regulatory authority of any participant in this MOU.
- 2. MODIFICATIONS. The terms of this MOU may be amended at any time, by agreement of all parties, following at least 30 days written notice to all participants. Amendments will become effective from date of the last signature.
- 3. TERMINATION. Any party(s), in writing, may terminate their participation in whole or in part, by providing 30 days notice to the steering committee.
- 4. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts any of the cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- 5. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority.
- 6. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on (insert expiration date - no greater than 5 years), at which time it will be subject to review, renewal or expiration.

